RESOLUTION AMENDING SUBDIVISION AGREEMENT
FOR UNIT 3-M

WHEREAS, BOISE CASCADE RECREATION COMMUNITIES CORPORATION
OF DELAWARE, a Delaware corporation, on February 23, 1971,
requested that the Board of Supervisors of the County of
Mariposa, State of California, at its regularly scheduled meeting
held on such date approve the Amendment to the Subdivision Agree-
ment for Unit 3-M, attached hereto as Exhibit "A"; and,

WHEREAS, after discussion on the matter, this Board has
accepted the amendment as proposed for the reason that the
improvements called for in the original agreement have been
commenced but have not been completed and additional improve-
ments are required by reason of related changes in the Lake Don
Pedro Subdivision; and,

WHEREAS, it is in the best interest of the County of
Mariposa, the public and Boise Cascade Recreation Communities
Corporation of Delaware to extend the time limits for completion
of same and to otherwise modify said agreement as set forth
therein.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF
MARIPOSA, STATE OF CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND
ORDER THAT:

1. The foregoing recitals, and each of them, are true and
correct and the Board of Supervisors hereby so finds and determines.

2. This Board of Supervisors has reviewed the proposed
amendment to the Subdivision Agreement for Unit 3-M Lake Don
Pedro Subdivision, as amended, and has found as a result of
such review, and does hereby determine, that said amendment should be executed by the Chairman of the Board of Supervisors of the County of Mariposa, for and on behalf of said Board, and the Board hereby authorizes the Chairman of the Board to execute said amendment.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California, this 23rd day of February, 1971, by the following vote:

AYES: Moffitt, Hurlbert, Richardson, Long

NOES: None

ABSENT OR NOT VOTING: Davis

[Signature]
Frank Long, Jr.
Chairman

ATTEST:

[Signature]
Clerk of said Board

By
Deputy Clerk.
AMENDMENT TO SUBDIVISION AGREEMENT FOR
UNIT 3-M LAKE DON PEDRO SUBDIVISION

THIS AMENDMENT entered into this 23rd day of February,
1971 by and between the Board of Supervisors of the County of
Mariposa, State of California, hereinafter referred to as the
"County" and Boise Cascade Recreation Communities Corporation of
Delaware, a Delaware corporation, hereinafter referred to as
"Principal",

WITNESSETH:

WHEREAS, the parties hereto entered into an agreement en-
titled "Subdivision Agreement for Unit 3-M, Lake Don Pedro Sub-
division" ("Agreement") on the 4th day of November, 1969; and,

WHEREAS, the parties hereto desire to amend said Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE AGREEMENT
SHALL BE MODIFIED AS FOLLOWS:

1. The time limit stated in the Agreement for completion of
the work of the road improvement and water system improvement re-
quired in Unit 3-M Lake Don Pedro Subdivision ("Subdivision") in
accordance with the requirements of Ordinance No. 201, and amend-
ments thereto, and in compliance with all applicable state laws
and regulations, and County Ordinances and regulations of Mariposa
County shall be and is hereby extended for a period of twelve (12)
months of the date of this Amendment and Principal agrees to com-
plete said work within said period.

2. The County agrees to release the bond filed by the Prin-
cipal pursuant to Paragraph 8 of the Agreement upon the condition
that the Principal first file with the County a replacement bond
by one or more duly authorized corporate sureties in the penal sum
of Two Million Three Hundred Fifty-Five Thousand Eighty-Two and
no/100 Dollars ($2,355,082.00) covering construction of roads,
water and sewer systems within the boundaries of Unit 3-M, together

EXHIBIT "A" TO RESOLUTION 71-15
with the sewage treatment plant located on property of Principal adjacent to Unit 3-M.

3. The Principal agrees to construct a laboratory for the testing of sewage effluent in accordance with standards set by the appropriate agents of the County, and to pay or cause to be paid all operating and maintenance costs of said laboratory and the sewage system served by the said laboratory for a period of two years from the date that the laboratory and sewage system are placed into service. Principal further agrees to secure the obligation of operating and maintaining the said laboratory and sewage system by posting an Indemnity Bond issued by a duly authorized surety in the amount of $50,000.00. The plans and specifications for the laboratory structure and the maintenance of same shall be subject to the approval of the appropriate agents of the County.

4. The County agrees that no further checking or inspection fees need be deposited with the County by the Principal unless the Principal fails to provide the County with completed construction plans for the Subdivision by April 22, 1971, which plans are approved by County within 30 days thereafter.

5. The parties mutually agree that the provisions of the Agreement not expressly amended hereby shall not be affected by this amendment, and the same are to be given full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

COUNTY OF MARIPOSA, a political subdivision of the State of California

By [Signature] Chairman of the Board of Supervisors

BOISE CASCADE RECREATION COMMUNITIES CORPORATION OF DELAWARE, a Delaware corporation

By [Signature] Robert G. George Project General Manager

-2-